

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

This Non-Disclosure and Restricted Use Agreement ("Agreement") is made by and between Infineon Technologies Asia Pacific Pte Ltd, Company Registration Number: 197000667M, 8 Kallang Sector, Singapore 349282 ("Infineon"), and BEIJING GOLDRARE AUTOMORILE PARTS CO.,LTD (北京光华荣昌汽车部件有限公司), Company Registration Number: 91110114801184540U, Room B213, No. 10, Zhongxing Road, Science and Technology Park, Changping District, Beijing City 102204, P.R. China, each hereinafter individually referred to as a "Party" and collectively as the "Parties".

Effective Date: 18 March 2022

Expiration Date: Unlimited term

Survival Period: Five (5) years

WHEREAS, the Parties intend to exchange information concerning the following purpose ("Purpose"):

Evaluation of a Party's or its Affiliates' products or services; supply of products or services by a Party or its Affiliates to the other Party or its Affiliates; or the execution of joint projects by the Parties or their Affiliates.

NOW THEREFORE, the Parties agree as follows:

1. Definitions

Capitalized terms shall have the meaning given to them in this Section 1 or as defined otherwise in this Agreement.

- 1.1 **"Affiliate"** shall mean any corporation, company, or other entity, which: (i) is Controlled by a Party hereto; or (ii) Controls a Party hereto; or (iii) is under common Control with a Party hereto, for so long as such Control exists. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
- 1.2 **"Authorized Third Parties"** shall mean Recipient's Affiliates, as well as Recipient's and its Affiliates on-site contractors and sales representatives.
- 1.3 **"Confidential Information"** shall mean any and all financial, commercial, business or technical information and data disclosed, in any medium or form, by one Party or a Party's Affiliate (the "Discloser") to the other Party (the "Recipient") or its Affiliates in connection with the Purpose which (i) is marked "Confidential" or similar (ii) is designated as confidential before, during or within thirty (30) days after disclosure or (iii) a reasonable person would expect to be treated as confidential.

2. Confidentiality Obligations

Unless expressly agreed otherwise by the Parties, Confidential Information shall

- i) be used and reproduced by the Recipient solely for the Purpose;
- ii) be treated by the Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance but with no less than reasonable care;
- iii) not be reverse engineered, decompiled or disassembled by the Recipient; and
- iv) not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except to Authorized Third Parties who have a reasonable need to know such Confidential Information and who are bound to confidentiality by their employment agreements or otherwise not less stringent than under the obligations of this Agreement.

3. Exceptions

The obligations as per Section 2 shall not apply to any information, which the Recipient can demonstrate

- i) is at the time of disclosure already in the public domain or later becomes available to the public domain through no breach by the Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;
- ii) is received by the Recipient from a third party free to lawfully disclose such information to Recipient without obligations of confidentiality;
- iii) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation;
- iv) is independently developed by the Recipient without the benefit of any of the Discloser's Confidential Information as evidenced by written documentation;
- v) is approved for release by the Discloser in writing; or
- vi) is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the Recipient provides the Discloser prompt notice of the order and at the Discloser's request and expense reasonably cooperates with the Discloser's efforts to receive a protective order or otherwise limit disclosure.

4. Reservation of Rights

All Confidential Information disclosed pursuant to this Agreement shall remain the property of the Discloser. No license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein.

5. Warranty / Liability

Discloser is not entitled to any remuneration for disclosure of any information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any third party claims with respect to such information or any use thereof. The Parties shall have no obligation to enter into any further agreement with each other regarding the Purpose. Recipient shall be responsible for its Authorized Third Parties' compliance with the terms and conditions of this Agreement and shall be fully liable towards the other Party for any and all damages arising out of any acts or omissions of its Authorized Third Parties.

6. Term and Termination

- 6.1 This Agreement shall enter into effect on the Effective Date and shall remain in force for an unlimited term. Notwithstanding the foregoing, this Agreement may be terminated by a Party with respect to further disclosures upon thirty (30) days prior written notice to the other Party. The obligations accruing prior to termination or expiration as set forth herein shall survive termination or expiration of this Agreement for the term of the Survival Period.
- 6.2 Discloser's Confidential Information under Recipient's control, along with all copies thereof, shall upon respective request of the Discloser either be returned to the Discloser or be destroyed after termination of this Agreement. Such request shall be notified in writing by the Discloser to the Recipient within ninety (90) days after termination of this Agreement. In case of destruction, the Recipient shall confirm in writing such destruction to the Discloser within six (6) weeks from receipt of the Discloser's request. Notwithstanding the foregoing, the Recipient may retain a copy of the Discloser's Confidential Information for legal, regulatory or corporate governance purposes or stored in computer backups or similar archives, provided that the Recipient does not use the Confidential Information for any other purposes.

7. Governing Law / Dispute Resolution

- 7.1 This Agreement shall be governed by and construed in accordance with the law in force in Singapore without reference to its conflict of law provisions. Nothing in this Agreement is intended to grant to any third party any

right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B) and any re-enactment thereof, the application of which is hereby expressly excluded.

7.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

8. Export Control

The exchange of information contemplated herein may be subject to export control laws or regulations. Each Party agrees to comply with all laws and regulations applicable to the use and distribution of the Confidential Information defined herein, including, but not limited to, anti-terrorism and trade regulations. Further, each Party shall inform the other Party before or upon delivery about export control classification numbers, customs declaration information and necessary documentation and data applicable to information exchanged hereunder.

9. Miscellaneous

9.1 **No Assignment.** Neither Party may assign this Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of the other Party.

9.2 **Written form.** The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties. The requirement of written form itself can only be waived by mutual written agreement.

9.3 **Severability.** The effectiveness of this Agreement shall not be impaired if any provision of this Agreement should be completely or partially invalid or unenforceable. In this case, the Parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives and the affixation of their company seals on the dates specified below:

Infineon Technologies Asia Pacific Pte Ltd

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BEIJING GOLDRARE AUTOMORILE PARTS CO.,LTD

Signature: _____

Printed Name: _____

Title: _____

Date: _____